Exhibit C

DAVIS POLK & WARDWELL

1300 I STREET, N.W.
WASHINGTON, D.C. 20005

1600 EL CAMINO REAL
MENLO PARK, CA 94025

99 GRESHAM STREET
LONDON EC2V 7NG

15, AVENUE MATIGNON
75008 PARIS

450 LEXINGTON AVENUE
NEW YORK, N.Y. 10017
212 450 4000
FAX 212 450 3800

WRITER'S DIRECT
212 450 4357

MESSETURM
60308 FRANKFURT AM MAIN

MARQUÉS DE LA ENSENADA, 2
28004 MADRID ESPAÑA

1-6-1 ROPPONGI
MINATO-KU, TOKYO 106-6033

3A CHATER ROAD
HONG KONG

November 18, 2003

Re: **In re Pharmaceutical Average Wholesale Price Litigation, MDL No. 1456, Civil Action: 01-CV-12257-PBS**

Custodian of Records
Humana, Inc.
500 W. Main St.
Louisville, KY 40201-1438

Dear Sir or Madam:

Enclosed is a subpoena seeking deposition testimony and the production of documents in the above-titled litigation. This subpoena is being served on behalf of defendants AstraZeneca, Bristol-Myers Squibb, GlaxoSmithKline, Immunex and Centocor.

Some of the requests are general in nature, whereas other requests are limited to the following specific drugs:

Manufacturer	Drug
AstraZeneca	Zoladex (goserelin acetate implant)
Bristol-Myers Squibb	Blenoxane (bleomycin sulfate)
Bristol-Myers Squibb	Vepesid (etoposide)
Bristol-Myers Squibb	Cytoxan (cyclophosphmide)
Bristol-Myers Squibb	Taxol (paclipaxel)
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (Amphotercin b)
GlaxoSmithKline	Kytril (granisetron hcl)
GlaxoSmithKline	Zofran (ondansetron hcl)
Immunex	Novantrone (mitoxantrone for injection concentrate)

Centocor	Remicade (infliximab)

These 11 drugs are part of a much larger group of drugs identified in plaintiffs' complaint. The longer list is reproduced as Exhibit A to the request. Depending upon the outcome of certain pending motions, it may be necessary to seek discovery on more of the drugs listed on Exhibit A at a future date.

Please call if you have any questions or would like to discuss these issues.

Sincerely yours,

Florence A. Crisp

Enclosure
cc w/ enc: All Counsel of Record (by Verilaw)

By Hand Delivery

AO 88 (Rev. 1/94) Subpoena in a Civil Case

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	**SUBPOENA IN A CIVIL CASE** MDL NO. 1456
	Civil Action No. 01-12257-PBS
THIS DOCUMENT RELATES TO ALL ACTIONS	Judge Patti B. Saris (case pending in D. Mass.)

TO: Humana, Inc.
500 Main St.
Louisville, KY 40201-1438

☐ **YOU ARE COMMANDED** to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM / DATE AND TIME

☒ **YOU ARE COMMANDED** to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Humana, Inc. 500 Main St. Louisville, KY 40201-1438	December 10, 2003 at 10 a.m.

☒ **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
See Schedule A, attached hereto.

PLACE	DATE AND TIME
Humana, Inc. 500 Main St. Louisville, KY 40201-1438	December 9, 2003 at 10 a.m.

☐ **YOU ARE COMMANDED** to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorney for Defendant AstraZeneca Pharmaceuticals LP on behalf of defendants AstraZeneca, Bristol-Myers Squibb, Centocor, GlaxoSmithKline, and Immunex.	November 18, 2003

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Florence A. Crisp, Esq., Davis Polk & Wardwell, 450 Lexington Ave., New York, New York 10017. (212) 450-4000.

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

AO 88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

_____

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

DEFINITIONS

1. "Humana, Inc." ("Human") means Humana, Inc. and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

2. "AMCC" means the Amended Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

3. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

6. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

7. "Benefit Consultant" means any person or entity that provides information,

counsel or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

8. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

9. "CMS" shall mean Centers for Medicare and Medicaid Services.

10. "Communication," as defined in Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

11. "Concerning," as defined in Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.

12. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

13. "Document" means the original and each non-identical copy of a document in any medium, including electronic form, whether or not it was communicated to any person other than the author, and shall include but not be limited to, writings, printings, photographs, photocopies, tapes, recordings, video recordings, electronic data, e-mails, and any other symbolic representations in your possession, custody or control or known or believed by you to exist.

14. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

15. "Government payor" means any federal or state government entity or program that reimburses Providers for drugs or health care services, including but not limited to CMS, Medicare, and Medicaid.

16. "Independent Practice Association" means any organized group of providers whose members provide health care to any participant or beneficiary.

17. "MAC" or "Maximum Allowable Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, subject drugs.

19. "MCC" means the Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

20. "PBM" means pharmacy benefit manager.

21. The terms "Participant" and "Beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

22. "Person," as defined in Local Rule 26. 5(c)(6), means any natural person or any business, legal, or governmental entity or association.

23. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug.

24. "Private payor" means any non-government entity or program that reimburses Providers for drugs or health care services, including but not limited to health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit funds.

25. "Provider" means any physician or entity that provides health care to any Participant or Beneficiary.

26. "Relating" means in any way concerning or referring to, consisting of,

involving, regarding or connected with the subject matter of the request.

27. "Subject drug" or "subject drugs" means one or more of the 11 drugs marked with asterisks and in bold type-face on Exhibit A hereto, which lists the drugs identified in Appendix A to the AMCC. These 11 drugs are:

Manufacturer	**Drug**
AstraZeneca	Zoladex (goserelin acetate implant)
Bristol-Myers Squibb	Blenoxane (bleomycin sulfate)
Bristol-Myers Squibb	Vepesid (etoposide)
Bristol-Myers Squibb	Cytoxan (cyclophosphmide)
Bristol-Myers Squibb	Taxol (paclipaxel)
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (Amphotercin b)
GlaxoSmithKline	Kytril (granisetron hcl)
GlaxoSmithKline	Zofran (ondansetron hcl)
Immunex	Novantrone (mitoxantrone for injection concentrate)
Centocor	Remicade (infliximab)

Defendants reserve the right to seek discovery on the other drugs listed on Exhibit A at a future date.

28. "Third Party Administrator" means any entity that provides administrative services to any health plan or health and welfare fund relating to any medical benefit provided to any participant or beneficiary.

29. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

30. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

31. "You" or "your" shall refer to Humana.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period of January 1, 1997 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. Each request for production of documents extends to all documents in the possession, custody, or control of you or anyone acting on your behalf. A document is to be deemed in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when you sought to do so.

4. If production is requested of a document that is no longer in your possession, custody, or control, your response should state when the document was most recently in your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

5. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee;

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that you contend is adequate to support your contention that it is privileged.

6. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

7. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request.

8. To the extent that you consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which you object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. For the period 1991 to the present, all documents relating to or reflecting any definition or meaning of AWP.

2. For the period 1991 to the present, all documents that reflect, discuss, memorialize, or otherwise relate to your setting of reimbursement or payment rates for any subject drug.

3. For the period 1991 to the present, all documents that you or someone acting on your behalf relied upon in setting reimbursement or payment rates for any subject drug.

4. For the period 1991 to the present, all minutes from meetings where reimbursement or payment for subject drugs was discussed, including meetings where the setting of reimbursement or payment rates was discussed.

5. For the period 1991 to the present, all documents relating to or reflecting the costs to providers of any subject drug.

6. For the period 1991 to the present, all documents relating to or reflecting the amounts you reimburse providers for any subject drug.

7. For the period 1991 to the present, all documents relating to or reflecting any differences between the costs to providers of any subject drug and the amounts you reimburse providers for any subject drug.

8. For the period 1991 to the present, all documents relating to or reflecting your awareness that the costs to providers of subject drugs are different from the amounts you reimburse providers for subject drugs.

9. All documents relating to your claims processing policies and procedures for any subject drug.

10. All documents reflecting any payments made by you that were based in whole or in part on the AWP of any subject drug.

11. All communications between you and providers or pharmacies relating to reimbursement, payment or prices of any subject drug.

12. For the period 1991 to the present, all documents relating to any requests by you for any information concerning the reimbursement, pricing or payment for any subject drug.

13. For the period 1991 to the present, all documents concerning your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug.

14. For the period 1991 to the present, all documents created by or received from any publisher, including but not limited to drug pricing information, and communications, memoranda, contracts or agreements between you and any publisher regarding any subject drug.

15. For the period 1991 to the present, all documents relating or referring to AWPs, including documents that relate or refer to the relationship between any price and AWP for any subject drug.

16. For the period 1991 to the present, all documents relating or referring to any difference between an AWP and an actual payment by you or anyone else for any subject drug.

17. For the period 1991 to the present, to the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC, EAC, Best Price or any other drug pricing, payment or reimbursement information for any subject drug.

18. All documents relating or referring to your contractual relationships with

PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover subject drugs, including, without limitation, master agreements, addenda, schedules, attachments, requests for proposal, responses to requests for proposal and correspondence.

19. Documents sufficient to identify all persons involved in negotiation of contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover any subject drug.

20. For the period 1991 to the present, all documents relating to any profit analysis you have performed or received relating to your reimbursement or payment for any subject drug.

21. For the period 1991 to the present, all documents concerning any internal or external, formal or informal, investigations, studies, research, assessments, analyses, reviews or audits regarding drug pricing or reimbursement or payment amounts or rates for any subject drug.

22. For the period 1991 to the present, all filings with any state or federal government entity made by you or on your behalf that refer or relate to AWP.

23. For the period 1991 to the present, all documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal institution, agency, department, or office regarding the pricing of prescription drugs.

24. For the period 1991 to the present, all documents provided to CMS, United States Department of Health and Human Services, the Department of Health and Human

Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal institution, agency, department, or office regarding the pricing of any subject drug.

25. All document produced by you in any litigation, government investigation or inquiry related to the use of AWP in Medicare, Medicaid or private reimbursement.

26. All current and historical organizational charts for all of your departments.

EXHIBIT A

THE ONLY DRUGS LISTED BELOW THAT ARE SUBJECT TO THESE DISCOVERY REQUESTS ARE THOSE THAT APPEAR IN BOLD-FACE TYPE AND THAT ARE MARKED WITH AN ASTERISK

Abbott	Acetylcyst
Abbott	Acyclovir
Abbott	A-Methapred
Abbott	Amikacin
Abbott	Amikacin Sul
Abbott	Aminosyn
Abbott	Biaxin
Abbott	Calcijex
Abbott	Cimetidine
Abbott	Clindamycin
Abbott	Depakote
Abbott	Depakote SPR
Abbott	Dextrose
Abbott	Dextrose w/Sodium Chloride
Abbott	Diazepam
Abbott	Ery-Tab
Abbott	Erythromycin Cap
Abbott	Erythromycin Tab Bs
Abbott	Fentanyl Cit
Abbott	Furosemide
Abbott	Gentamicin
Abbott	Heparin Lock
Abbott	Leucovor CA
Abbott	Lorazepam
Abbott	Prevacid Cap
Abbott	Prevacid Gra
Abbott	Sod Chloride
Abbott	Sodium Chloride Sol
Abbott	Tobra/Nacl
Abbott	Tobramycin
Abbott	Vancomycin
Allen & Hanburys	Beconase AQ SPR
Allen & Hanburys	Flonase SPR
Allen & Hanburys	Serevent AER
Allen & Hanburys	Serevent DIS MIS
Amgen	Aranesp
Amgen	Enbrel

Amgen	Epogen
Amgen	Kineret
Amgen	Neulasta
Amgen	Neupogen
Astrazeneca	Accolate
Astrazeneca	Arimidex
Astrazeneca	Casodex
Astrazeneca	Diprivan
Astrazeneca	Nolvadex
Astrazeneca	Seroquel
Astrazeneca	Zestril
Astrazeneca	Zoladex *
Astrazeneca	Zomig
Astrazeneca	Zomig ZMT
Astrazeneca	Atacand
Astrazeneca	Atacand HCT
Astrazeneca	Entocort EC
Astrazeneca	Nexium
Astrazeneca	Prilosec
Astrazeneca	Pulmicourt
Astrazeneca	Rhinocourt
Astrazeneca	Toprol XL
Aventis	Allegra
Aventis	Allegra-D
Aventis	Amaryl
Aventis	Anzemet
Aventis	Arava
Aventis	Azmacourt
Aventis	Calcimar
Aventis	Carafate
Aventis	Cardizem Cap
Aventis	Cardizem Inj
Aventis	Cardizem Tab
Aventis	Gammar
Aventis	Gammar P-IV
Aventis	Intal
Aventis	Intal INH
Aventis	Nasacort
Aventis	Nasacort AQ
Aventis	Taxotere
Aventis	Trental
B. Braun	Dextrose

B. Braun	HEP Sod/D5W
B. Braun	HEP Sod/NACL
B. Braun	Sod Chloride
B. Braun	Sodium Chloride Sol
Baxter	Aggrastat
Baxter	Ativan
Baxter	Bebulin VH
Baxter	Brevibloc
Baxter	Buminate
Baxter	Cisplatin
Baxter	Claforan/D5W
Baxter	Dextrose
Baxter	Doxorubicin
Baxter	Gammagard SD
Baxter	Gentam/NACL
Baxter	Gentran 40
Baxter	Gentran 75
Baxter	Gentran/Trav
Baxter	Heparin Lock
Baxter	Iveegam
Baxter	Iveegam EN
Baxter	Osmitrol
Baxter	Osmitrol VFX
Baxter	Recombinate
Baxter	Sod Chloride
Baxter	Sodium Chlor Sol
Baxter	Travasol
Baxter	Travasol w/Dextrose
Baxter	Vancocin HCL
Baxter	Vancocin/Dex
Bayer Pharmaceutical	Cipro
Bayer Pharmaceutical	Cipro Cystit Tab
Bayer Pharmaceutical	Cipro I.V.
Bayer Pharmaceutical	Cipro XR
Bayer Pharmaceutical	DTIC-DOME
Bayer Pharmaceutical	Gamimune N
Bayer Pharmaceutical	Koate-HP
Bayer Pharmaceutical	Kogenate FS
Bayer Pharmaceutical	Mithracin
Bedford	Acyclovir Sodium
Bedford	Amikacin Sulfate
Bedford	Cytarabine

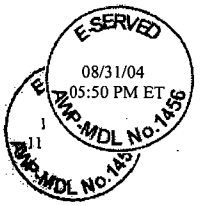
Bedford	Etoposide
Bedford	Leucovorin Calcium
B-M Squibb	Paraplatin Inj
B-M Squibb	**Blenoxane ***
B-M Squibb	**Cytoxan ***
B-M Squibb	Etopophos
B-M Squibb	Rubex
B-M Squibb	**Taxol ***
B-M Squibb	**Vepesid ***
B-M Squibb	Ividex EC
B-M Squibb	Avapro
B-M Squibb	Buspar
B-M Squibb	Cefzil
B-M Squibb	Glucophage)
B-M Squibb	Glucovance)
B-M Squibb	Monopril)
B-M Squibb	Plavix)
B-M Squibb	Serzone)
B-M Squibb	Tequin)
B-M Squibb	Coumadin
Apothecon ϕ	**Amikin (amikacin sulfate) ***
Apothecon ϕ	**Fungizone (amphotercin b) ***
Boehringer Ingelheim	Acyclovir Sodium
Boehringer Ingelheim	Amikacin Sulfate
Boehringer Ingelheim	Cytarabine
Boehringer Ingelheim	Doxorubicin
Boehringer Ingelheim	Etoposide
Boehringer Ingelheim	Leucovor CA
Boehringer Ingelheim	Leucovorin Calcium
Boehringer Ingelheim	Methotrexate
Boehringer Ingelheim	Methotrexate Sodium
Boehringer Ingelheim	Mitomycin
Boehringer Ingelheim	Vinblastine Sulfate
Cerenex	Amerge
Cerenex	Imitrex
Cerenex	Zofran
Dey Labs	Acetylcysteine
Dey Labs	Albuterol

ϕ Apothecon, a former subsidiary of BMS, was not separately listed in Appendix. A to the AMCC.

Dey Labs	Cromolyn Sodium
Dey Labs	Ipratropium
Dey Labs	Metaproteren Neb
Fujisawa	Aristocort
Fujisawa	Aristospan
Fujisawa	Cefizox
Fujisawa	Cefizox/D5W
Fujisawa	Cyclocort
Fujisawa	Lyphosin
Fujisawa	Nebupent or Pentam 300
Fujisawa	Prograf
Fujisawa	Vinblastine Sulfate
Gensia	Amikacin Sulfate
Gensia	Amphotercin B
Gensia	Etoposide
Gensia	Leucovorin Calcium
GlaxoSmithKline	Advair Disku Mis
GlaxoSmithKline	Agenerase
GlaxoSmithKline	Agenerase SDL
GlaxoSmithKline	Alkeran
GlaxoSmithKline	Ceftin
GlaxoSmithKline	Combivir
GlaxoSmithKline	Daraprim
GlaxoSmithKline	Epivir
GlaxoSmithKline	Epivir HBV
GlaxoSmithKline	Flovent
GlaxoSmithKline	Flovent ROTA
GlaxoSmithKline	Kytril *
GlaxoSmithKline	Lamictal
GlaxoSmithKline	Lanoxin
GlaxoSmithKline	Lanoxin Ped
GlaxoSmithKline	Leukeran
GlaxoSmithKline	Mepron
GlaxoSmithKline	Myleran
GlaxoSmithKline	Navelbine
GlaxoSmithKline	Paxil
GlaxoSmithKline	Paxil CR
GlaxoSmithKline	Purinethol
GlaxoSmithKline	Relenza
GlaxoSmithKline	Retrovir
GlaxoSmithKline	Thioguanine
GlaxoSmithKline	Trizivir

GlaxoSmithKline	Valtrex
GlaxoSmithKline	Ventolin HFA
GlaxoSmithKline	Wellbutrin
GlaxoSmithKline	Zantac
GlaxoSmithKline	Ziagen
GlaxoSmithKline	**Zofran ***
GlaxoSmithKline	Zovirax
GlaxoSmithKline	Zyban
Immunex	Leucovorin Calcium
Immunex	Leukine
Immunex	Methotrexate Sodium
Immunex	**Novantrone ***
Immunex	Thioplex
J&J Group (Centocor)	**Remicade ***
J&J Group (Janssen)	Aciphex
J&J Group (Janssen)	Duragesic
J&J Group (Janssen)	Reminyl
J&J Group (Janssen)	Risperdal
J&J Group (Janssen)	Sporanox
J&J Group (McNeil)	Bicitra
J&J Group (McNeil)	Elmiron
J&J Group (McNeil)	Flexeril
J&J Group (McNeil)	Floxin
J&J Group (McNeil)	Haldol
J&J Group (McNeil)	Haldol Decan
J&J Group (McNeil)	Levaquin
J&J Group (McNeil)	Mycelex
J&J Group (McNeil)	Pancrease
J&J Group (McNeil)	Pancrease MT
J&J Group (McNeil)	Parafon Fort
J&J Group (McNeil)	Polycitra
J&J Group (McNeil)	Polycitra-K
J&J Group (McNeil)	Polycitra-K Sol
J&J Group (McNeil)	Polycitra-LC Sol
J&J Group (McNeil)	Regranex
J&J Group (McNeil)	Terazol 3
J&J Group (McNeil)	Terazol 7
J&J Group (McNeil)	Testoderm
J&J Group (McNeil)	Tolectin
J&J Group (McNeil)	Tolectin DS
J&J Group (McNeil)	Topamax
J&J Group (McNeil)	Tylenol/Cod
J&J Group (McNeil)	Tylox

J&J Group (McNeil)	Ultracet
J&J Group (McNeil)	Ultram
J&J Group (McNeil)	Urispas
J&J Group (McNeil)	Vascor
J&J Group (Ortho Biotech)	Procrit
J&J Group (Ortho Derm)	Erycette
J&J Group (Ortho Derm)	Grifulvin V
J&J Group (Ortho Derm)	Monistat
J&J Group (Ortho Derm)	Renova
J&J Group (Ortho Derm)	Retin-A
J&J Group (Ortho Derm)	Retin-A Micr Gel
J&J Group (Ortho Derm)	Spectazole Cream
Novartis	Clozaril
Novartis	Combipatch
Novartis	Comtan
Novartis	Estraderm
Novartis	Exelon
Novartis	Femara
Novartis	Lamisil
Novartis	Lamprene
Novartis	Lescol
Novartis	Lescol XL
Novartis	Lotensin
Novartis	Lotensin HCT
Novartis	Lotrel
Novartis	Miacalcin
Novartis	Parlodel
Novartis	Ritalin
Novartis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
Pfizer	Accupril
Pfizer	Accuretic Tab
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin
Pfizer	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5



Pfizer	Lipitor
Pfizer	Lopid
Pfizer	Minizide
Pfizer	Nardil
Pfizer	Neurontin
Pfizer	Nitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept
Pfizer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Pharmacia	Adriamyc PFS
Pharmacia	Adriamyc RDF
Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine
Pharmacia	Depo-Testost
Pharmacia	Etoposide
Pharmacia	Neosar
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
Roche	Cellcept
Roche	Kytril
Schering	Clarinex
Schering	Claritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Eulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone

Schering	Nasonex
Schering	Peg-Intron
Schering	Proventil
Schering	Rebetol
Schering	Temodar
Schering	Trinalin Rep
Schering	Clotrimazole
Schering	Griseofulvin, Ultramicrocry
Schering	ISMN
Schering	Oxaprozin
Schering	Perphenazine
Schering	Potassium Chloride
Schering	Sodium Chloride
Schering	Sulcrafate Tablets
Schering	Theophylline
Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicin
Sicor	Etoposide
Sicor	Leucovorin Calcium
Sicor	Pentamidine Isethionate
Sicor	Tobramycin Sulfate
TAP	Prevacid
Watson	Dexamethasone Acetate8
Watson	Dexamethasone Sodium Phosphate
Watson	Diazepam
Watson	Estradiol
Watson	Ferrlecit
Watson	Fluphenazine HCL
Watson	Gemfibrozil
Watson	Gentamicin Sulfate
Watson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol
Watson	Ranitidine
Watson	Vancomycin HCL
Watson	Verapamil HCL

Perkins Coie

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FAX: 206.583.8500
www.perkinscoie.com

November 17, 2003

By Hand

Custodian of Records
CIGNA Healthcare
1601 Chestnut Street
One Liberty Place
Philadelphia, PA 19192

Re: In re Pharmaceutical Industry Average Wholesale Price Litigation
MDL No. 1456, Civil Action: 01-CV-12257-PBS

Dear Sir or Madam:

Enclosed is a subpoena seeking deposition testimony and the production of documents in the above-titled litigation. This subpoena is being served on behalf of defendants AstraZeneca, Bristol-Myers Squibb, GlaxoSmithKline, Immunex and Centocor.

Some of the requests are general in nature, whereas other requests are limited to the following specific drugs:

Manufacturer	Drug
AstraZeneca	Zoladex (goserelin acetate implant)
Bristol-Myers Squibb	Blenoxane (bleomycin sulfate)
Bristol-Myers Squibb	Vepesid (etoposide)
Bristol-Myers Squibb	Cytoxan (cyclophosphmide)
Bristol-Myers Squibb	Taxol (paclipaxel)
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (Amphotercin b)
GlaxoSmithKline	Kytril (granisetron hcl)
GlaxoSmithKline	Zofran (ondansetron hcl)
Immunex	Novantrone (mitoxantrone for injection concentrate)
Centocor	Remicade (infliximab)

These 11 drugs are part of a much larger group of drugs identified in plaintiffs' complaint. The longer list is reproduced as Exhibit A to the request. Depending upon the outcome of certain pending motions, it may be necessary to seek discovery on more of the drugs listed on Exhibit A at a future date.

Please call if you have any questions or would like to discuss these issues.

Very truly yours,

Kathleen M. O'Sullivan

KMO:pr

Enclosure

[06735-0051]SL033170.198

AO 88 (Rev. 1/94) Subpoena in a Civil Case

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	**SUBPOENA IN A CIVIL CASE** MDL NO. 1456
	Civil Action No. 01-12257-PBS
THIS DOCUMENT RELATES TO ALL ACTIONS	Judge Patti B. Saris (case pending in D. Mass.)

TO: CIGNA Healthcare
1601 Chestnut Street
One Liberty Place
Philadelphia, PA 19192

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM / DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
CIGNA Healthcare 1601 Chestnut Street One Liberty Place Philadelphia, PA 19192	Tuesday, December 9, 2003 10:00 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Schedule A, attached hereto.

PLACE	DATE AND TIME
CIGNA Healthcare 1601 Chestnut Street One Liberty Place Philadelphia, PA 19192	Monday, December 8, 2003 10:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Kath M. O'Sull Attorney for Defendant Immunex Corporation on behalf of AstraZeneca, Bristol-Myers Squibb, GlaxoSmithKline, Immunex and Centocor	November 17, 2003

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Kathleen M. O'Sullivan
Perkins Coie LLP
1201 Third Avenue, Suite 4800

SL033180243

9357575v5

Seattle, WA 98101-3099
Phone: (206) 359-8888

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

AO 88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

_____

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

DEFINITIONS

1. CIGNA Healthcare ("CIGNA") means CIGNA and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

2. "AMCC" means the Amended Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

3. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

6. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

7. "Benefit Consultant" means any person or entity that provides information, counsel or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

8. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

9. "CMS" shall mean Centers for Medicare and Medicaid Services.

10. "Communication," as defined in Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

11. "Concerning," as defined in Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.

12. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

13. "Document" means the original and each non-identical copy of a document in any medium, including electronic form, whether or not it was communicated to any person other than the author, and shall include but not be limited to, writings, printings, photographs, photocopies, tapes, recordings, video recordings, electronic data, e-mails, and any other symbolic representations in your possession, custody or control or known or believed by you to exist.

14. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

15. "Government payor" means any federal or state government entity or

program that reimburses Providers for drugs or health care services, including but not limited to CMS, Medicare, and Medicaid.

16. "Independent Practice Association" means any organized group of providers whose members provide health care to any participant or beneficiary.

17. "MAC" or "Maximum Allowable Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, subject drugs.

19. "MCC" means the Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

20. "PBM" means pharmacy benefit manager.

21. The terms "Participant" and "Beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

22. "Person," as defined in Local Rule 26. 5(c)(6), means any natural person or any business, legal, or governmental entity or association.

23. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug.

24. "Private payor" means any non-government entity or program that reimburses Providers for drugs or health care services, including but not limited to health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit funds.

25. "Provider" means any physician or entity that provides health care to any Participant or Beneficiary.

26. "Relating" means in any way concerning or referring to, consisting of, involving, regarding or connected with the subject matter of the request.

27. "Subject drug" or "subject drugs" means one or more of the 11 drugs marked with asterisks and in bold type-face on Exhibit A hereto, which lists the drugs identified in Appendix A to the AMCC. These 11 drugs are:

Manufacturer	**Drug**
AstraZeneca	Zoladex (goserelin acetate implant)
Bristol-Myers Squibb	Blenoxane (bleomycin sulfate)
Bristol-Myers Squibb	Vepesid (etoposide)
Bristol-Myers Squibb	Cytoxan (cyclophosphmide)
Bristol-Myers Squibb	Taxol (paclipaxel)
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (Amphotercin b)
GlaxoSmithKline	Kytril (granisetron hcl)
GlaxoSmithKline	Zofran (ondansetron hcl)
Immunex	Novantrone (mitoxantrone for injection concentrate)
Centocor	Remicade (infliximab)

Defendants reserve the right to seek discovery on the other drugs listed on Exhibit A at a future date.

28. "Third Party Administrator" means any entity that provides administrative services to any health plan or health and welfare fund relating to any medical benefit provided to any participant or beneficiary.

29. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

30. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

31. "You" or "your" shall refer to CIGNA.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period of January 1, 1997 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. Each request for production of documents extends to all documents in the possession, custody, or control of you or anyone acting on your behalf. A document is to be deemed in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when you sought to do so.

4. If production is requested of a document that is no longer in your possession, custody, or control, your response should state when the document was most recently in your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

5. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee;

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that you contend is adequate to support your contention that it is privileged.

6. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

7. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request.

8. To the extent that you consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which you object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. For the period 1991 to the present, all documents relating to or reflecting any definition or meaning of AWP.

2. For the period 1991 to the present, all documents that reflect, discuss, memorialize, or otherwise relate to your setting of reimbursement or payment rates for any subject drug.

3. For the period 1991 to the present, all documents that you or someone acting on your behalf relied upon in setting reimbursement or payment rates for any subject drug.

4. For the period 1991 to the present, all minutes from meetings where reimbursement or payment for subject drugs was discussed, including meetings where the setting of reimbursement or payment rates was discussed.

5. For the period 1991 to the present, all documents relating to or reflecting the costs to providers of any subject drug.

6. For the period 1991 to the present, all documents relating to or reflecting the amounts you reimburse providers for any subject drug.

7. For the period 1991 to the present, all documents relating to or reflecting any differences between the costs to providers of any subject drug and the amounts you reimburse providers for any subject drug.

8. For the period 1991 to the present, all documents relating to or reflecting your awareness that the costs to providers of subject drugs are different from the amounts you reimburse providers for subject drugs.

9. All documents relating to your claims processing policies and procedures

for any subject drug.

10. All documents reflecting any payments made by you that were based in whole or in part on the AWP of any subject drug.

11. All communications between you and providers or pharmacies relating to reimbursement, payment or prices of any subject drug.

12. For the period 1991 to the present, all documents relating to any requests by you for any information concerning the reimbursement, pricing or payment for any subject drug.

13. For the period 1991 to the present, all documents concerning your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug.

14. For the period 1991 to the present, all documents created by or received from any publisher, including but not limited to drug pricing information, and communications, memoranda, contracts or agreements between you and any publisher regarding any subject drug.

15. For the period 1991 to the present, all documents relating or referring to AWPs, including documents that relate or refer to the relationship between any price and AWP for any subject drug.

16. For the period 1991 to the present, all documents relating or referring to any difference between an AWP and an actual payment by you or anyone else for any subject drug.

17. For the period 1991 to the present, to the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC, EAC, Best Price or any other drug pricing,

payment or reimbursement information for any subject drug.

18. All documents relating or referring to your contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover subject drugs, including, without limitation, master agreements, addenda, schedules, attachments, requests for proposal, responses to requests for proposal and correspondence.

19. Documents sufficient to identify all persons involved in negotiation of contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover any subject drug.

20. For the period 1991 to the present, all documents relating to any profit analysis you have performed or received relating to your reimbursement or payment for any subject drug.

21. For the period 1991 to the present, all documents concerning any internal or external, formal or informal, investigations, studies, research, assessments, analyses, reviews or audits regarding drug pricing or reimbursement or payment amounts or rates for any subject drug.

22. For the period 1991 to the present, all filings with any state or federal government entity made by you or on your behalf that refer or relate to AWP.

23. For the period 1991 to the present, all documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal institution, agency, department, or office regarding the pricing of prescription drugs.

24. For the period 1991 to the present, all documents provided to CMS, United States Department of Health and Human Services, the Department of Health and Human Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal institution, agency, department, or office regarding the pricing of any subject drug.

25. All document produced by you in any litigation, government investigation or inquiry related to the use of AWP in Medicare, Medicaid or private reimbursement.

26. All current and historical organizational charts for all of your departments.

EXHIBIT A

THE ONLY DRUGS LISTED BELOW THAT ARE SUBJECT TO THESE DISCOVERY REQUESTS ARE THOSE THAT APPEAR IN BOLD-FACE TYPE AND THAT ARE MARKED WITH AN ASTERISK

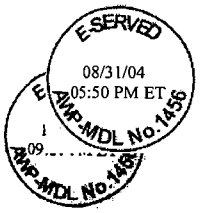
Abbott	Acetylcyst
Abbott	Acyclovir
Abbott	A-Methapred
Abbott	Amikacin
Abbott	Amikacin Sul
Abbott	Aminosyn
Abbott	Biaxin
Abbott	Calcijex
Abbott	Cimetidine
Abbott	Clindamycin
Abbott	Depakote
Abbott	Depakote SPR
Abbott	Dextrose
Abbott	Dextrose w/Sodium Chloride
Abbott	Diazepam
Abbott	Ery-Tab
Abbott	Erythromycin Cap
Abbott	Erythromycin Tab Bs
Abbott	Fentanyl Cit
Abbott	Furosemide
Abbott	Gentamicin
Abbott	Heparin Lock
Abbott	Leucovor CA
Abbott	Lorazepam
Abbott	Prevacid Cap
Abbott	Prevacid Gra
Abbott	Sod Chloride
Abbott	Sodium Chloride Sol
Abbott	Tobra/Nacl
Abbott	Tobramycin
Abbott	Vancomycin
Allen & Hanburys	Beconase AQ SPR
Allen & Hanburys	Flonase SPR
Allen & Hanburys	Serevent AER
Allen & Hanburys	Serevent DIS MIS
Amgen	Aranesp
Amgen	Enbrel

Amgen	Epogen
Amgen	Kineret
Amgen	Neulasta
Amgen	Neupogen
Astrazeneca	Accolate
Astrazeneca	Arimidex
Astrazeneca	Casodex
Astrazeneca	Diprivan
Astrazeneca	Nolvadex
Astrazeneca	Seroquel
Astrazeneca	Zestril
Astrazeneca	Zoladex *
Astrazeneca	Zomig
Astrazeneca	Zomig ZMT
Astrazeneca	Atacand
Astrazeneca	Atacand HCT
Astrazeneca	Entocort EC
Astrazeneca	Nexium
Astrazeneca	Prilosec
Astrazeneca	Pulmicourt
Astrazeneca	Rhinocourt
Astrazeneca	Toprol XL
Aventis	Allegra
Aventis	Allegra-D
Aventis	Amaryl
Aventis	Anzemet
Aventis	Arava
Aventis	Azmacourt
Aventis	Calcimar
Aventis	Carafate
Aventis	Cardizem Cap
Aventis	Cardizem Inj
Aventis	Cardizem Tab
Aventis	Gammar
Aventis	Gammar P-IV
Aventis	Intal
Aventis	Intal INH
Aventis	Nasacort
Aventis	Nasacort AQ
Aventis	Taxotere
Aventis	Trental
B. Braun	Dextrose

B. Braun	HEP Sod/D5W
B. Braun	HEP Sod/NACL
B. Braun	Sod Chloride
B. Braun	Sodium Chloride Sol
Baxter	Aggrastat
Baxter	Ativan
Baxter	Bebulin VH
Baxter	Brevibloc
Baxter	Buminate
Baxter	Cisplatin
Baxter	Claforan/D5W
Baxter	Dextrose
Baxter	Doxorubicin
Baxter	Gammagard SD
Baxter	Gentam/NACL
Baxter	Gentran 40
Baxter	Gentran 75
Baxter	Gentran/Trav
Baxter	Heparin Lock
Baxter	Iveegam
Baxter	Iveegam EN
Baxter	Osmitrol
Baxter	Osmitrol VFX
Baxter	Recombinate
Baxter	Sod Chloride
Baxter	Sodium Chlor Sol
Baxter	Travasol
Baxter	Travasol w/Dextrose
Baxter	Vancocin HCL
Baxter	Vancocin/Dex
Bayer Pharmaceutical	Cipro
Bayer Pharmaceutical	Cipro Cystit Tab
Bayer Pharmaceutical	Cipro I.V.
Bayer Pharmaceutical	Cipro XR
Bayer Pharmaceutical	DTIC-DOME
Bayer Pharmaceutical	Gamimune N
Bayer Pharmaceutical	Koate-HP
Bayer Pharmaceutical	Kogenate FS
Bayer Pharmaceutical	Mithracin
Bedford	Acyclovir Sodium
Bedford	Amikacin Sulfate
Bedford	Cytarabine

Bedford	Etoposide
Bedford	Leucovorin Calcium
B-M Squibb	Paraplatin Inj
B-M Squibb	Blenoxane *
B-M Squibb	Cytoxan *
B-M Squibb	Etopophos
B-M Squibb	Rubex
B-M Squibb	Taxol *
B-M Squibb	Vepesid *
B-M Squibb	Ividex EC
B-M Squibb	Avapro
B-M Squibb	Buspar
B-M Squibb	Cefzil
B-M Squibb	Glucophage)
B-M Squibb	Glucovance)
B-M Squibb	Monopril)
B-M Squibb	Plavix)
B-M Squibb	Serzone)
B-M Squibb	Tequin)
B-M Squibb	Coumadin
Apothecon ϕ	Amikin (amikacin sulfate) *
Apothecon ϕ	Fungizone (amphotercin b) *
Boehringer Ingelheim	Acyclovir Sodium
Boehringer Ingelheim	Amikacin Sulfate
Boehringer Ingelheim	Cytarabine
Boehringer Ingelheim	Doxorubicin
Boehringer Ingelheim	Etoposide
Boehringer Ingelheim	Leucovor CA
Boehringer Ingelheim	Leucovorin Calcium
Boehringer Ingelheim	Methotrexate
Boehringer Ingelheim	Methotrexate Sodium
Boehringer Ingelheim	Mitomycin
Boehringer Ingelheim	Vinblastine Sulfate
Cerenex	Amerge
Cerenex	Imitrex
Cerenex	Zofran
Dey Labs	Acetylcysteine
Dey Labs	Albuterol
Dey Labs	Cromolyn Sodium

ϕ Apothecon, a former subsidiary of BMS, was not separately listed in Appendix. A to the AMCC.



J&J Group (McNeil)	Ultram
J&J Group (McNeil)	Urispas
J&J Group (McNeil)	Vascor
J&J Group (Ortho Biotech)	Procrit
J&J Group (Ortho Derm)	Erycette
J&J Group (Ortho Derm)	Grifulvin V
J&J Group (Ortho Derm)	Monistat
J&J Group (Ortho Derm)	Renova
J&J Group (Ortho Derm)	Retin-A
J&J Group (Ortho Derm)	Retin-A Micr Gel
J&J Group (Ortho Derm)	Spectazole Cream
Novartis	Clozaril
Novartis	Combipatch
Novartis	Comtan
Novartis	Estraderm
Novartis	Exelon
Novartis	Femara
Novartis	Lamisil
Novartis	Lamprene
Novartis	Lescol
Novartis	Lescol XL
Novartis	Lotensin
Novartis	Lotensin HCT
Novartis	Lotrel
Novartis	Miacalcin
Novartis	Parlodel
Novartis	Ritalin
Novartis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
Pfizer	Accupril
Pfizer	Accuretic Tab
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin
Pfizer	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5
Pfizer	Lipitor

Pfizer	Lopid
Pfizer	Minizide
Pfizer	Nardil
Pfizer	Neurontin
Pfizer	Nitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept
Pfizer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Pharmacia	Adriamyc PFS
Pharmacia	Adriamyc RDF
Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine
Pharmacia	Depo-Testost
Pharmacia	Etoposide
Pharmacia	Neosar
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
Roche	Cellcept
Roche	Kytril
Schering	Clarinex
Schering	Claritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Eulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone
Schering	Nasonex

Schering	Peg-Intron
Schering	Proventil
Schering	Rebetol
Schering	Temodar
Schering	Trinalin Rep
Schering	Clotrimazole
Schering	Griseofulvin, Ultramicrocry
Schering	ISMN
Schering	Oxaprozin
Schering	Perphenazine
Schering	Potassium Chloride
Schering	Sodium Chloride
Schering	Sulcrafate Tablets
Schering	Theophylline
Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicin
Sicor	Etoposide
Sicor	Leucovorin Calcium
Sicor	Pentamidine Isethionate
Sicor	Tobramycin Sulfate
TAP	Prevacid
Watson	Dexamethasone Acetate8
Watson	Dexamethasone Sodium Phosphate
Watson	Diazepam
Watson	Estradiol
Watson	Ferrlecit
Watson	Fluphenazine HCL
Watson	Gemfibrozil
Watson	Gentamicin Sulfate
Watson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol
Watson	Ranitidine
Watson	Vancomycin HCL
Watson	Verapamil HCL